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REGIONAL HEARING CLERK
EPA REGION VI

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF:	§	CERCLA DOCKET NO. 6-16-95
	§	
THE ODESSA DRUM SITE	§	ADMINISTRATIVE ORDER
ECTOR COUNTY, TEXAS	§	ON CONSENT
	§	
Proceeding under Sections	§	
107(a) and 122 (h)(i) of the	§	
Comprehensive Environmental	§	
Response, Compensation and	§	
Liability Act, 42 U.S.C.	§	
§§ 9607(a) and 9622(h)(i)	§	

ADMINISTRATIVE ORDER ON CONSENT

I. INTRODUCTION

1. This Administrative Order on Consent ("Consent Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Champion Technologies, Inc. ("Champion") to resolve all liability of Champion, except as provided below, for Total Response Costs as defined in Paragraph III.7(d) of this Consent Order, at the Odessa Drum Company, Inc., Site (hereinafter the "Site").

2. EPA and Champion agree that the execution of this Consent Order and actions undertaken by Champion in accordance with this Consent Order do not constitute an admission of any liability by Champion, nor do any Findings of Fact, or Determinations, contained in this Consent Order constitute admissions by Champion. Champion does not admit, and retains the right to controvert, in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact, Determinations contained in

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this Consent Order, or the Administrative Record for this settlement, including EPA's allocation for settlements related to the Site. Findings of Fact and Determinations contained herein do not constitute a waiver of any defenses at law or in equity by Champion. Champion reserves all rights in law and equity which it believes it may have under the Miscellaneous Receipts Act 31 U.S.C. § 3302.

3. EPA has also conferred with the Texas Natural Resource Conservation Commission (TNRCC) to notify the State of negotiations and settlement of the Site. The State of Texas has indicated that it does not intend to assert any claims against Champion pertaining to the Site and has no interest in participating in this Consent Order.

4. This Consent Order has been negotiated in good faith and the implementation of this Consent Order will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the United States and Champion. The United States believes that this Consent Order is fair, reasonable and in the public interest.

II. JURISDICTION AND AUTHORITY

5. This Consent Order is issued pursuant to the authority vested in the President of the United States by § 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. No. 99-499, 42 U.S.C. § 9622(h)(1), to reach settlements in actions

under §§ 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14 14D (May 11, 1994) and further redelegated to the Director, Superfund Division, by Regional Redelegation No. R6-14-14-D (August 8, 1995).

6. This Consent Order is issued to, and agreed to, by Champion. Champion agrees to make all payments required by the terms and conditions of this Consent Order. Champion further consents to EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Titles of sections in this Consent Order are for convenience only and neither limit nor amplify nor construe the provisions in this Consent Order. Whenever terms listed below are used in this Consent Order the following definitions shall apply:

(a) "Covered Matters" shall mean any and all civil liability for reimbursement of Total Response Costs as defined in Paragraph III.7(d) of this Consent Order, or any component thereof.

(b) "Day" shall mean calendar day unless expressly stated in computing any period of time under this Consent Order, where the last day would fall on a

Saturday, Sunday or Federal holiday, the period shall run until the close of business of the next working day.

(c) "Order" shall mean this document and all attachments hereto and any further submittal(s) required pursuant to this Consent Order. Such further submittal(s) shall be incorporated into and become a part of this order upon final written approval by EPA of such submittal(s).

(d) "Total Response Costs" shall mean all past or future expenses, costs, disbursements, direct and indirect, incurred or to be incurred, whether provided for in the administrative record or not, by the United States for response actions associated with any past, current and proposed removal actions at the Site, including but not limited to, investigation, oversight, and removal action costs set forth in a SCORES report, and all administrative and enforcement activities (including attorneys' fees) with respect to this Site.

IV. FINDINGS OF FACT

8. The Site is located on approximately 9.7 acres east of the corner of Alice and Judy Streets just outside the city limits of the city of Odessa, Texas. The Site, which is the location of an inactive drum recycling operation, consists of two contiguous tracts of land. The first tract encompasses approximately 4.8 acres and is located at the northeast corner of the intersection of Alice and Judy Streets. The legal description of this tract is as follows:

> Tract 6, Block 2, GREENFIELD ACRES, a Subdivision in Ector County, Texas, according to the map or plat thereof of record in Volume 3, Page 59, Plat Records of Ector county, Texas; SUBJECT TO ALL prior mineral reservations made by previous grantors, oil and gas leases, drillsite agreements, easements, pipelines, rights-of-way, water contracts and restrictions, if any, affecting said property and appearing of record in the Office of the county clerk of Ector County, Texas. LESS - a 100' X 200' tract in the northeasterly corner of said Lot 6 adjacent to Lot 5 of Block 2, more

particularly described by metes and bounds in warranty Deed from Bob W. Yates, and wife Tillie Yates to Antonio Olquin and wife Belda Elaine Olquin, recorded in Volume 543, Page 622, of the Deed Records of Ector county.

The second tract, encompassing approximately 4.9 acres, is adjacent to the first tract and is located to the east of the intersection of Alice and Judy Streets. The legal description of this tract is as follows:

> Lot 5, Block 2, GREENFIELD ACRES, a Subdivision in Ector County, Texas, according to the map or plat thereof of record in Volume 3, page 59, Plat Records of Ector County, Texas; SUBJECT TO ALL prior mineral reservations made by previous grantors, oil and gas leases, drillsite agreements, easements, pipelines, rights-of-way, water contracts and restrictions, if any, affecting said property and appearing of record in the Office of the County Clerk of Ector County, Texas.

9. The Site is located in a mixed residential/ industrial/oil and gas production/commercial area. Several residences are located adjacent to the Site. The Site is partially enclosed by a chain link fence leaving the drums and materials at the Site accessible to the public.

10. EPA conducted a site assessment at the Site on April 24-27, 1990. During the site assessment, EPA representatives discovered approximately four thousand six hundred (4,600) drums, six (6) tanks, and other storage containers containing liquid, solid, and sludge waste materials containing hazardous substances, as defined at CERCLA § 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, abandoned on the Site.

11. Laboratory reports of samples collected from tanks at the Site indicate the following hazardous substances, as defined

at CERCLA § 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were present in wastewater contained in the tanks:

Chromium
Lead
Ammonia

12. On May 6-9, 1990, EPA representatives collected samples of liquid materials contained in drums at the Site. The sample results indicate the following hazardous substances, as defined at CERCLA § 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were contained in the drums:

Napthalene
Toluene
Ethylbenzene
Trichloroethane
Heptachlor

13. Soil samples collected from six locations at the Site indicate the following hazardous substances, as defined at CERCLA § 101(14), 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, were present in the soil:

Phenanthrene
Pyrene
Toluene

14. On August 2, 1990, the Regional Administrator of EPA Region 6 signed an Action Memorandum declaring that conditions at the Site constitute an imminent and substantial endangerment to the public health or welfare or the environment.

15. EPA conducted a removal action at the Site, pursuant to § 104 of CERCLA, beginning on August 18, 1990. The removal action consisted of the following response activities, among others:

(a) Inventorying, staging, sampling, and hazard categorizing of over four thousand six hundred (4,600) 55-gallon drums containing wastes in a liquid and solid state;

(b) Sampling of liquid waste materials in tanks at the Site;

(c) Grouping of waste materials according to compatibility;

(d) Removal of liquid waste from drums and temporary bulk storage of such wastes pending arrangements for transportation and disposal;

(e) Triple rinsing and restacking of drums; and

(f) Removal and disposal of liquid and solid waste materials to off-site disposal facilities.

16. Approximately 15,000 gallons of hazardous substances, as defined at CERCLA § 101(14), 42 U.S.C. § 601(14), and further defined at 40 CFR § 302.4, were removed from the Site and disposed of at off-site disposal facilities.

17. It is estimated that over 100,000 drums remain on the Site after EPA's removal action. The drums are stacked over a large portion of the Site. Some of the drums are stacked in an unstable fashion. The quantity of drums and the manner in which they are stacked makes it difficult to estimate the number of drums on Site. Some of the drums located at the Site have leaked, rusted, or been damaged causing materials within the drums to be released into the soil. The abandonment of drums and tanks containing hazardous substances, and the leaking or discharge of hazardous substances into the soil at the Site may present an imminent and substantial endangerment to human health, welfare, or the environment.

18. Hazardous substances within the definition of § 101(14) of CERCLA, 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4, have been or are threatened to be released into the environment at or from the Site.

19. Due to the continued release or threatened release of hazardous substances into the environment, EPA intends to undertake future response actions at the Site under § 104 of CERCLA, 42 U.S.C. § 9604. EPA executed a Supplemental Action Memorandum authorizing a Request for a Ceiling Increase and Emergency Exemption from the $2 million statutory limitation of CERCLA to complete a Time Critical Removal Action at the Odessa Drum Site, Odessa, Texas. This Memorandum was approved July 11, 1994.

20. Through January 31, 1994, EPA has incurred response costs at or in connection with the Site in the amount of $2,440,025.00.

21. EPA estimates that it will incur $4,623,964.00 in response costs at or in connection with the Site in conducting future response actions.

22. Payments required to be made by Champion pursuant to this Consent Order are equal to or greater than its share of the Total Response Costs at the Site which, based upon currently available information, EPA estimates will be SEVEN MILLION SIXTY THREE THOUSAND NINE HUNDRED AND EIGHTY NINE DOLLARS ($7,063,989.00). Champion believes that the payments required of it are greater than its fair share of Total Response Costs.

Should Champion establish that payments required by this Order exceed fifty-one percent (51%) of EPA's Total Response Costs, EPA reserves the right to reduce the final amount owed by Champion. EPA agrees to provide periodic accounting information to Champion to support EPA's Total Response Costs.

23. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of conducting the remaining required response actions at or in connection with the Site taking into account possible cost overruns in completing the response action and possible future costs if the response action is not protective of public health or the environment.

24. EPA has entered into a *de minimis* settlement with 127 parties who have agreed to pay a total of ONE MILLON FOUR HUNDRED FIFTY NINE THOUSAND SIX HUNDRED SIX AND 32/100 DOLLARS ($1,459,606.32) as their share of the removal costs. Respondents to the *de minimis* Consent Order either arranged for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment at the Site, of a hazardous substance owned or possessed by such person. EPA has considered the nature of its case against the settling *de minimis* parties and the non-settling *de minimis* parties in evaluating the settlement embodied in this Consent Order.

25. EPA acknowledges that: (i) Champion secured drum receiving tickets from the Odessa Drum Site owners which were instrumental in establishing an allocation system for the PRPs at the Site; (ii) that many of the drum receiving tickets previously

had been unavailable to EPA; and (iii) that Champion provided the names and whereabouts of additional PRPs to EPA.

26. EPA acknowledges that Champion is the first non-*de minimis* party to settle and recognizes the value of an early settlement. EPA also acknowledges that Champion offered prior settlement offers during the negotiations from 1992-1994 to resolve this matter. EPA acknowledges that it has named other parties as PRPs at this Site that have not settled with EPA. Other PRPs include, but are not limited to, B.J. Titan, the Western Company, the Texas Highway Department, Quaker Chemicals, Petrolite, Alpha Intermediates and Venture Chemicals.

27. EPA acknowledges that the database used to apportion liability to this Site by this Consent Order and by the *de minimis* Consent Order was based solely on a calculation of the total drums documented by drum receiving tickets to have been delivered to the Site.

28. Champion intends to seek contribution from those PRPs not a party to this Consent Order or the *de minimis* settlement, as permitted by law. The Parties hereto agree that such a right of contribution is an important aspect of this Consent Order.

V. DETERMINATIONS

Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

29. The Odessa Drum Site is a "facility" as that term is defined in § 101(9) of CERCLA, 42 U.S.C. § 9601(9).

30. Champion is a "person" as that term is defined in

§ 101(21) of CERCLA, 42 U.S.C. § 9601(21).

31. Champion is a potentially responsible party within the meaning of §§ 107(a) and 122(h)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(h)(1).

32. The substances listed or stated in Paragraphs 10 through 14 are "hazardous substances" as that term is defined in § 101(14) of CERCLA, 42 U.S.C. § 9601(14) and further defined at 40 CFR § 302.4.

33. The past, present, or future migration of hazardous substances from the Site constitutes an actual or threatened "release" as that term is defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22).

34. Prompt and early settlement with Champion is practicable and in the public interest within the meaning of § 122 (h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

VI. ORDER

Based upon the administrative record, the Action Memoranda for this Site, the Findings of Fact, and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

35. Champion shall pay to the Hazardous Substance Superfund the sum of FOUR MILLION ONE HUNDRED TEN THOUSAND AND TWO HUNDRED EIGHTY-NINE DOLLARS AND FIFTY-SIX CENTS ($4,110,289.59) ("Settlement Amount"), payable in six equal annual installments of SIX HUNDRED EIGHTY-FIVE THOUSAND FORTY-EIGHT DOLLARS AND TWENTY-SIX CENTS ($685,048.26) commencing

ninety (90) days after the Confirmation Date, and thereafter on each anniversary of the initial installment payment date. Each check shall reference the "Odessa Drum Site", the name and address of Champion, and the words "EPA Docket Number 6-16-95," and shall be sent to:

EPA Superfund - Odessa Drum Company Site (Z2) CERCLIS\
1 TXD008012254
Superfund Accounting
P.O. Box 360582M
Pittsburgh, Pennsylvania 15251
ATTN: COLLECTION OFFICER FOR SUPERFUND

Champion shall simultaneously send a copy of its check to:

Superfund Cost Recovery Section (6SF-AC)
U.S. Environmental Protection Agency Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

36. Champion shall pay the following stipulated penalty for each day that any scheduled payment is late (EPA shall deem payment to be late if the postmark date of a payment is later than the due date):

Amount Per Day	Number of Days Late
$15.00 plus 1% of scheduled installment	1 through 7 days
$15.00 plus 2% of scheduled installment	8 days and beyond

37. If Champion has difficulty making an annual payment and notifies EPA of this difficulty, Champion shall be afforded all protection available pursuant to this Consent Order including, but not limited to, the Covenant Not to Sue in

Paragraph VIII and Contribution Protection provided in Paragraph X, and protection from Civil Penalties in Paragraph VII provided:

(a) Champion notifies EPA of its difficulties in writing, post-marked by the date the payment was due;

(b) Champion provides an explanation of the reason for the late payment; and

(c) Champion makes a complete payment of the amount due with stipulated penalties within 180 days of the date the payment was due.

If these conditions are not met or full payment of the amount due is not received by 180 days of the due date, EPA may institute an action for Civil Penalties.

38. Champion may pre-pay its settlement amount and shall receive appropriate credit as set forth in Appendix A for such pre-payment.

39. In order to induce EPA to enter into this settlement, Champion's representative, by his or her signature hereto, affirms the following under penalty of perjury:

a) Based on Champion's present cash position, borrowing capacity, and cash flow projections, Champion is unable to pay the full settlement amount immediately upon entry of the Consent Decree;

b) Based on Champion's planned capital expenditures, financing plans, production data, sales projections, cash flow projections, earnings projections and other forecasting data, Champion will be able to make the payments set forth herein;

C. Champion has provided the following documents to EPA:

i) Affidavit of J. Loren Ross, Vice President-Finance of Champion (sworn to May 23, 1995);

ii) Balance Sheets for Champion, and the notes thereto, as of the close of business on December 31, 1992, December 31, 1993, December 31, 1994 (Draft) and March 31, 1995;

iii) Statements of Income and Retained Earnings for Champion, and the notes thereto, for the fiscal years ending December 31, 1992, December 31, 1993, December 31, 1994 (Draft) and the quarter ended March 31, 1995 (Profit & Loss Summary).

D. The information contained in the documents listed in Paragraph C is materially complete, true and accurate.

E. If the representations set forth in Paragraphs A-D above are not materially complete, true and accurate, EPA may at its option demand that Champion pay all unpaid amounts. EPA may exercise this option by delivering a demand for payment to Champion, whereupon Champion shall pay all unpaid amounts no later than 30 days after receipt of such demand.

VII. CIVIL PENALTIES

40. In addition to any other remedies or sanctions available to EPA, if Champion fails or refuses to comply with any term or condition of this Consent Order, other than the terms and conditions of Paragraph 37, it shall be subject to imposition of a civil penalty of up to $25,000 per day of such failure or refusal pursuant to § 122(l) of CERCLA, 42 U.S.C. § 9622(l).

VIII. COVENANT NOT TO SUE

41. Subject to the Reservations of Rights under Paragraphs 42 - 50 of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against such Respondent for any and all civil liability for Total Response Costs as defined in Paragraph III.7(d) of this Consent Order, with regard to the Site. The Covenant Not to Sue and its accompanying terms and obligations shall become effective on the Confirmation Date of this Consent Order and shall apply in full to Champion so long as the payments set forth in paragraph 35 are made within the established time period and for the full amount due, except as provided in Paragraph 37 herein, and shall remain in effect after Champion has completed its payment obligations under this Consent Order. The United States Department of Justice has concurred in this Covenant Not to Sue.

42. In consideration of EPA's Covenant Not to Sue in Paragraph VIII of this Consent Order, Champion agrees not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund, and agrees not to seek any other costs, damages, or attorney's fees from the United States arising out of response actions at the Site.

IX. RESERVATION OF RIGHTS

43. Nothing in this Consent Order is intended to be, and this Consent Order shall not be construed as, a release or Covenant Not to Sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at

law or in equity, which the United States, including EPA, may have against Champion for:

(a) any liability as a result of failure to make the payment required by Paragraph VI of this Consent Order; or

(b) any criminal liability; or

(c) natural resources damages.

44. Nothing in this Consent Order constitutes a Covenant Not to Sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from Champion, and the Covenant Not to Sue in Paragraph VIII of this Consent Order is null and void as to the drums reflected in the drum receiving tickets if:

(a) conditions at the Site, previously unknown to EPA and not identifiable through review of existing documentation possessed by the United States or its contractors, are discovered; or

(b) information, previously unknown to EPA, is received in whole or in part

and these previously unknown conditions or this information together with any other relevant information indicates that the completion of the removal action is not protective of the human health or environment.

45. For purpose of this Consent Order and all matters arising out of this Consent Order, "existing documentation" includes the following:

(a) those facts and circumstances identified in the Action Memoranda, dated August 2, 1990 and July 11, 1994; or

(b) the administrative record; or

(c) the PRP responses to the § 104(e) requests; or

(d) the EPA and TNRCC files; or

(e) the files and documents provided to EPA by Odessa Drum Company or otherwise secured by EPA; or

(f) those facts and circumstances addressed by the EPA's Work Plan; or

(g) the drum receiving tickets and database information provided to EPA or otherwise secured by EPA; or

(h) documents reflecting information discovered by EPA during the Removal Action in 1990-1991; or

(i) documents reflecting the presence or suspected presence of hazardous wastes, explosive, radioactive or reactive materials, hazardous substances, liquids, sludges, wells, tanks, pits, impoundments, sumps, pipelines or other structures.

46. For purposes of this Consent Order and all matters arising out of this Consent Order, "information previously unknown" to EPA means liability information in the form of drum receiving tickets which have not been provided to EPA Region VI or otherwise are not in possession of EPA and that indicates a material variance from EPA's database regarding the number of drums Champion sent to the Odessa Drum Site.

47. Nothing in this Consent Order is intended as a release or Covenant Not to Sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation, or other entity not a signatory to this Consent Order.

48. Champion reserves the right to assert any applicable statutory or other rights relative to the remedy selected by EPA for the Site.

49. Champion reserves any and all rights it has or may have: (i) to assert claims against persons or entities for matters arising out of the Site or its operation and ownership; and (ii) to contribution, defenses, claims, demands, and causes of action with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

50. EPA and Champion agree to cooperate in allowing Champion access to the Site for purposes of observing the cleanup and testing materials located at the Site. Information, including testing results, developed by either party may be used in securing settlements from other PRPs, or as otherwise deemed appropriate by either party.

X. CONTRIBUTION PROTECTION

51. Subject to the Reservation of Rights in Paragraphs 43 through 50 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, Champion will have resolved its liability to the EPA for Covered Matters, as defined herein, pursuant to § 122 (h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), and shall receive the full extent of protection from contribution actions and cost recovery claims provided by §§ 122 and 113 of CERCLA, 42 U.S.C. §§ 9622 and 9613 with respect to any claims for Covered Matters that are asserted or may be

asserted by a party not a signatory to this Consent Order. The parties also agree that Champion shall not be liable for any claim for contribution or cost recovery or other monetary claim filed against Champion with respect to Covered Matters as defined herein. The parties to this Consent Order believe that this settlement represents an amount equal to or greater than Champion's fair share of the Total Response Costs.

52. For purposes of this Consent Order and all matters arising out of this Consent Order, "Covered Matters" shall mean any and all civil liability for reimbursement of Total Response Costs as defined in Paragraph III.7(d) of this Consent Order, or any component thereof.

XI. PARTIES BOUND

53. This Consent Order shall apply to and be binding upon Champion, its successors and assigns. Each signatory to this Consent Order is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the party represented by him or her.

54. Any correspondence or communications sent by EPA to Champion pursuant to this Consent Order shall be addressed to:

Mr. Clarence Meyer
Eastham, Meyer & Vorpahl
3355 W. Alabama, Suite 410
Houston, Texas 77098

Mr. Loren Ross
Champion Technologies, Inc.
3355 W. Alabama, Suite 400
Houston, Texas 77098

XII. PUBLIC COMMENT

55. This Consent Order shall be subject to a thirty (30)-day public comment period pursuant to § 122(i) of CERCLA, 2

U.S.C. § 9622(i). In accordance with § 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

XIII. ATTORNEY GENERAL APPROVAL

56. This Consent Order shall be subject to prior written approval of the Attorney General of the United States. In the event that this Consent Order is disapproved by the Attorney General, this Consent Order shall be null and void.

57. The Parties hereto agree not to oppose approval of this Consent Order or to challenge any provision of this Consent Order.

58. It is EPA's policy to reward early settlors with terms that may not be available to subsequent dilatory settlements.

XIV. CONFIRMATION DATE

59. The Confirmation Date of this Consent Order shall be the date upon which EPA issues written notice to Champion that the public comment period pursuant to Paragraph XII of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order, and that this Consent Order has been approved by the Attorney General.

IT IS SO AGREED AND ORDERED:

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

BY: Pamela Phillips 8/21/96

Allyn M. Davis
Director Hazardous Waste
Management Division

Date

CHAMPION TECHNOLOGIES, INC.

BY: _____ May 31, 1995

Steven J. Lindley
Vice President
Champion Technologies, Inc.

Date
As agreed on 12/19/94

APPENDIX A

SCHEDULE OF INTEREST CREDIT FOR PREPAYMENT

No. of Days	Action	Balance Due	Interest Due	Early Pay Credit
1	Eff Date of Order			
91	First Payment Due	$3,600,000.00	0.00	510289.56
365	Second Payment Due	$2,914,951.74	164,111.78	346177.78
365	Third Payment Due	$2,394 015.26	134,783.06	211394.72
365	Fourth Payment Due	$1,843 750.06	103,803.13	107591.59
365	Fifth Payment Due	$1,262,504.93	71,079.03	36512.56
365	Sixth Payment Due	$648,535.70	36,512.56	0

If the balance of Settlement Amount Owing is paid between two installment payment dates, the prepayment credit shall be prorated.

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